

JS-6

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

LOS ANGELES WATERKEEPER, a  
California non-profit association,

Plaintiff,

v.

FS – PRECISION TECH. CO., LLC, a  
California limited liability company,

Defendant.

Case No.: 2:23-cv-08353-SPG-MAR

**CONSENT DECREE**

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**WHEREAS**, Plaintiff Los Angeles Waterkeeper (“LA Waterkeeper” or  
“Plaintiff”) is a 501(c)(3) non-profit public benefit corporation organized under the  
laws of the State of California, with its main office in Los Angeles, California;

1       **WHEREAS**, LA Waterkeeper is dedicated to the preservation, protection and  
2 defense of the surface, ground, coastal and ocean waters of Los Angeles County from  
3 all sources of pollution and degradation;

4       **WHEREAS**, Defendant FS – PRECISION TECH. CO., LLC, a California  
5 limited liability company (“Defendant”) owns and operates a facility at 3025 E.  
6 Victoria St., Compton, California 90221, under Waste Discharger Identification  
7 number 4 19I019377 (“Facility”);

8       **WHEREAS**, the Facility’s industrial activities consist of manufacturing,  
9 marketing and distribution of precision titanium castings. The Facility is categorized  
10 under Standard Industrial Classification (“SIC”) Code 3369, covering nonferrous  
11 foundries;

12       **WHEREAS**, storm water discharges associated with industrial activity at the  
13 Facility are regulated by the National Pollutant Discharge Elimination System  
14 (“NPDES”) General Permit No. CAS000001 [State Water Resources Control Board],  
15 Water Quality Order 2014-0057-DWQ, as amended by Order Nos. 2015-0122-DWQ  
16 and 2018-0028-DWQ (“General Permit” or “Permit”), and the Federal Water  
17 Pollution Control Act, 33 U.S.C. §§ 1251, *et seq.* (“Clean Water Act” or “CWA”),  
18 Sections 301(a) and 402, 33 U.S.C. §§ 1311(a), 1342;

19       **WHEREAS**, the Facility discharges pollutants into waters of the United States  
20 and is regulated by the Clean Water Act Sections 301(a) and 402. 33 U.S.C. §§  
21 1311(a), 1342;

22       **WHEREAS**, the General Permit requires all permittees, including Defendant,  
23 to comply with, inter alia, the following mandates: (1) develop and implement a  
24 storm water pollution prevention plan (“SWPPP”) and a storm water monitoring  
25 implementation plan (“MIP”), (2) control pollutant discharges using, as applicable,  
26 best available technology economically achievable (“BAT”) or best conventional  
27 pollutant control technology (“BCT”) to prevent or reduce pollutants through the  
28 development and application of Best Management Practices (“BMPs”), which must

1 be included and timely updated in the SWPPP, (3) reduce and eliminate discharges  
2 necessary to comply with any and all applicable Water Quality Standards (“WQS”),  
3 and (4) implement a monitoring and reporting program designed to assess compliance  
4 with the Permit;

5       **WHEREAS**, on July 26, 2023, Plaintiff issued a notice of intent to file suit  
6 (“60-Day Notice”) to Defendant, its registered agent, the Administrator of the United  
7 States Environmental Protection Agency (“EPA”), the Executive Director of the State  
8 Water Resources Control Board (“State Board”), the Executive Director Los Angeles  
9 Regional Water Quality Control Board (“Regional Board”), and the Regional  
10 Administrator of EPA Region IX, alleging violations of the Clean Water Act and the  
11 General Permit Water Quality Order 2014-0057-DWQ, as amended by Order Nos.  
12 2015-0122-DWQ and 2018-0028-DWQ incorporating: 1) Federal Sufficiently  
13 Sensitive Test Method Ruling; 2) Total Maximum Daily Load Implementation  
14 Requirements; and 3) Statewide Compliance Options Incentivizing On-Site or  
15 Regional Storm Water Capture and Use, at the Facility;

16       **WHEREAS**, on October 4, 2023, LA Waterkeeper filed a complaint against  
17 Defendant in the Central District of California, Civil Case No.  
18 2:23-cv-08353-SPG-MAR (“Complaint”);

19       **WHEREAS**, Plaintiff’s Complaint alleged violations of the General Permit  
20 and the Clean Water Act for Defendant’s discharges of pollutants into storm drains  
21 and surface waters, including Compton Creek, the Los Angeles River, the Los  
22 Angeles River Estuary, Queensway Bay, and San Pedro Bay (“Receiving Waters”);

23       **WHEREAS**, the lease at the Facility expires on December 31, 2024 and will  
24 not be renewed, and Defendant will file a Notice of Termination with the Regional  
25 Board for the current Facility;

26       **WHEREAS**, Plaintiff and Defendant (collectively “Settling Parties” or  
27 “Parties”) agree that it is in their mutual interest to enter into a Consent Decree  
28 setting forth terms and conditions appropriate to resolving the allegations set forth in

1 the 60-Day Notice and Complaint without further proceedings;

2       **WHEREAS**, all actions taken by Defendant pursuant to this Consent Decree  
3 shall be made in compliance with all applicable federal, state and local rules and  
4 regulations.

5       **NOW, THEREFORE, IT IS HEREBY STIPULATED BETWEEN THE**  
6 **SETTLING PARTIES AND ORDERED AND DECREED BY THE COURT AS**  
7 **FOLLOWS:**

8       1. The Court has jurisdiction over the subject matter of this action pursuant  
9 to Section 505(a)(1)(A) of the CWA, 33 U.S.C. § 1365(a)(1)(A).

10       2. Venue is appropriate in the Central District Court pursuant to Section  
11 505(c)(1) of the CWA, 33 U.S.C. § 1365(c)(1), because the Facility at which the  
12 alleged violations are taking place is located within this District.

13       3. The Complaint states a claim upon which relief may be granted against  
14 Defendant pursuant to Section 505 of the CWA, 33 U.S.C. § 1365.

15       4. LA Waterkeeper has standing to bring this action.

16       5. The Court shall retain jurisdiction over this action for purposes of  
17 interpreting, modifying, or enforcing the terms of this Consent Decree, or as long  
18 thereafter as necessary for the Court to resolve any motion to enforce this Consent  
19 Decree, but only regarding issues raised within the Term of this Consent Decree.

20 **I. OBJECTIVES**

21       6. It is the express purpose of the Settling Parties through this Consent  
22 Decree to further the objectives of the Clean Water Act, and to resolve all issues  
23 alleged by LA Waterkeeper in its 60-Day Notice and Complaint. These objectives  
24 include compliance with the provisions of this Consent Decree, compliance with all  
25 terms and conditions of the General Permit, and compliance with all applicable  
26 sections of the CWA.

27       7. In light of these objectives and as set forth fully below, Defendant agrees  
28 to comply with the provisions of this Consent Decree, terms and conditions of the

1 General Permit, and all applicable sections of the CWA at the Facility.

## 2 **II. AGENCY REVIEW AND CONSENT DECREE TERM**

### 3 **A. AGENCY REVIEW OF CONSENT DECREE**

4 8. Agency Review. Plaintiff shall submit this Consent Decree to the United  
 5 States Department of Justice and the EPA (the “Federal Agencies”) for agency review  
 6 consistent with 40 C.F.R. § 135.5. The agency review period expires forty-five (45)  
 7 calendar days after receipt by the Federal Agencies, as evidenced by certified return  
 8 receipts, or upon the date that the Federal Agencies provide a no objection letter,  
 9 whichever is earlier (“Agency Review Period”). In the event that the Federal  
 10 Agencies object to entry of this Consent Decree or to any portion of this Consent  
 11 Decree, the Parties agree to meet and confer to attempt to resolve the issue(s) raised  
 12 by the Federal Agencies. If the Parties are unable to resolve any issue(s) raised by the  
 13 Federal Agencies in their comments, the Parties agree to expeditiously seek a  
 14 settlement conference with the assigned Magistrate Judge to resolve any issue(s).

15 9. Court Notice. Plaintiff shall notify the Court of the receipt date by the  
 16 Federal Agencies, as required by 40 C.F.R. § 135.5, in order to coordinate the Court’s  
 17 calendar with the 45-day review period.

18 10. Entry of Consent Decree. Following the expiration of the Agency  
 19 Review Period, Plaintiff shall submit the Consent Decree to the Court for entry.

### 20 **B. DEFINITIONS**

21 11. Unless otherwise expressly defined herein, terms used in this Consent  
 22 Decree which are defined in the CWA or in regulations or rules promulgated under  
 23 the CWA have the meaning assigned to them in the statutes or regulations or rules.  
 24 Whenever terms listed below are used in this Consent Decree, the following  
 25 definitions apply:

- 26 a. “BAT” means the Best Available Technology Economically  
 27 Achievable.

- 1           b.     “BCT” means the Best Conventional Pollutant Control  
2           Technology.
- 3           c.     “BMPs” means Best Management Practices.
- 4           d.     “Consent Decree” means this Consent Decree and any  
5           attachments or documents incorporated by reference.
- 6           e.     “Day” means a calendar day. In computing any period of time  
7           under this Consent Decree, where the last day of such period is a  
8           Saturday, Sunday, or Federal or State Holiday, the period runs  
9           until the close of business on the next day that is not a Saturday,  
10          Sunday, or Federal or State Holiday.
- 11          f.     “Discharge Point” means each outfall and discharge location  
12          designated in the then-current SWPPP for the Facility.
- 13          g.     “Effective Date” means the effective date of this Consent Decree,  
14          which shall be the date of full execution by the Parties.
- 15          h.     “Entry Date” means the day this Consent Decree is approved and  
16          entered by the Court.
- 17          i.     “Forecasted Rain Event” means a rain event with a greater than  
18          fifty percent (50%) probability of occurrence as determined by the  
19          National Oceanic and Atmospheric Administration  
20          (<http://forecast.weather.gov/>) for “Coolidge Park, Long Beach,  
21          CA”.<sup>1</sup>
- 22          j.     “MIP” means a Monitoring Implementation Plan.
- 23          k.     “PPT” means Pollution Prevention Team.
- 24          l.     “Qualified Industrial Storm Water Practitioner” or “QISP” shall  
25          have the definition set forth in Section IX.A of the General Permit.  
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<sup>1</sup> Available at <https://forecast.weather.gov/MapClick.php?lat=33.8722&lon=-118.1956>.

- 1 m. “Qualifying Storm Event” or “QSE” shall have the definition set
- 2 forth in Section XI.B of the General Permit.
- 3 n. “Reporting Year” means the period from July 1 of a given
- 4 calendar year to June 30 of the following calendar year.
- 5 o. “SMARTS” means the California State Water Resources Control
- 6 Board’s Stormwater Multiple Application and Report Tracking
- 7 System.
- 8 p. “SWPPP” means a Storm Water Pollution Prevention Plan.
- 9 q. “Term” means the period between the Effective Date and the
- 10 “Termination Date.”
- 11 r. “Termination Date” means the latest of:
  - 12 i. Twenty (20) calendar days from Defendant providing notice
  - 13 to LA Waterkeeper of an approval from the Regional Water
  - 14 Quality Contral Board of a Notice of Termination for the
  - 15 Facility;
  - 16 ii. seven (7) calendar days from the conclusion of any
  - 17 proceeding or process to enforce the Consent Decree
  - 18 initiated prior to the date set forth above in Paragraph 11.r.i;
  - 19 and
  - 20 iii. seven (7) calendar days from Defendant’s completion of all
  - 21 payments and other affirmative duties required by this
  - 22 Consent Decree.
- 23 s. “Wet Season” means the seven-month period beginning October
- 24 1st of any given calendar year and ending April 30th of the
- 25 following calendar year.
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1 **III. COMMITMENTS OF THE SETTLING PARTIES**

2 **A. STORM WATER POLLUTION CONTROL BEST MANAGEMENT PRACTICES**

3 12. Non-Storm Water Discharge Prohibition: Any unauthorized non-storm  
4 water discharge, as defined in the General Permit, shall be a violation of this Consent  
5 Decree.

6 13. Current and Additional Best Management Practices: In addition to  
7 maintaining the current BMPs described in the Facility's SWPPP, Defendant shall (1)  
8 develop and implement BMPs identified herein, and (2) develop and implement  
9 additional BMPs necessary to comply with the provisions of this Consent Decree and  
10 the Storm Water Permit, including but not limited to those that achieve BAT/BCT. In  
11 addition, the General Permit Receiving Water Limitations require that discharges  
12 from the Facility "not cause or contribute to an exceedance of any applicable water  
13 quality standards" contained in a Statewide Water Quality Control Plan or the  
14 applicable Regional Board's Basin Plan. Defendant shall develop and implement  
15 BMPs necessary to comply with the General Permit requirement to achieve  
16 compliance with BAT/BCT standards, to comply with the applicable water quality  
17 standards, and to prevent or reduce contamination in storm water discharges from the  
18 Facility in compliance with this Consent Decree.

19 14. Rain Gauge/Sensor: Defendant shall install and maintain an electronic  
20 rain gauge or sensor at the Facility. Installation to be completed on or before ten (10)  
21 days after the Effective Date. The rain gauge/sensor shall be capable of measuring  
22 precipitation down to at least 0.1 inches, and record start/stop times and non-  
23 cumulative precipitation for each rain event. During the Term, Defendant shall collect  
24 data using the gauge/sensor for all precipitation events to the nearest 0.1 inch,  
25 including start/stop times. Data from the rain gauge/sensor shall be conclusive of  
26 precipitation quantities at the Facility and timing for purposes of this Consent Decree.

27 15. Structural and Non-Structural BMPs for the Facility: Within forty-five  
28 (45) days of the Effective Date, Defendant shall develop and implement the following



1 BMPs at the Facility:

- 2 a. During the Wet Season, keep metal and trash waste receptacles,  
3 and debris bins, covered at all times when not in use to prevent the  
4 mobilization of pollutants in storm water;
- 5 b. Only perform wash-downs of Facility grounds or parking areas  
6 when all wash water runoff can be captured or diverted away from  
7 storm drains, adjacent grounds, and surfaces, such that wash  
8 waters and associated dirt, oils, and debris, do not foreseeably  
9 come into contact with storm water surface drainage and discharge  
10 from the Facility;
- 11 c. Maintain an up-to-date inventory of all hazardous and non-  
12 hazardous materials used on-site and ensure that hazardous and  
13 toxic materials used at the site are identified, quantified, and  
14 managed in compliance with federal, state, and local regulations;
- 15 d. Store all hazardous materials and wastes under cover and within  
16 secondary containment, and/or handle chemicals with appropriate  
17 precautions following the procedures outlined in the Facility's  
18 hazardous material management procedures. Where these terms  
19 conflict, Defendant shall defer to the terms of their hazardous  
20 material permits, and in so doing, Defendant will not have  
21 violated this Consent Decree;
- 22 e. Promptly clean all spills and leaks occurring outdoors or with the  
23 potential to migrate outdoors using dry techniques such as  
24 absorbents (e.g., rags, sweepings, kitty litter, etc.), sweeping,  
25 and/or shoveling;
- 26 f. Ensure curtains around the blasting area are maintained and closed  
27 at all operative times and inspect for aerial discharges daily, and  
28 make corrective actions as needed;

- 1 g. When changing the bag house capture unit, Defendant will take  
2 steps to prevent escape of dust/debris as reasonably possible, and  
3 Defendant will maintain the bag houses in effective working  
4 condition.
- 5 h. Place all inject wax waste trays under cover and elevated when  
6 possible to avoid contact with run off stormwater;
- 7 i. Implement a daily hand sweeping program and employ a PM-10  
8 compliant street sweeper on all operative paved areas at the  
9 Facility every two weeks, and employ hand sweeping and/or  
10 vacuuming on the same schedule in areas a mechanical sweeper  
11 cannot access;
- 12 j. At least twenty-four (24) hours prior to a Forecasted Rain Event,  
13 place two (2) rows of stormwater heavy metal filtration socks  
14 horizontally in the path of storm water flow as close to the  
15 Discharge Point as practical to encourage filtration through the  
16 socks. Alternatively, erect berms or flow control such that  
17 stormwater is directed through stormwater heavy metal filtration  
18 socks before leaving site. And, provide a diagram or photograph  
19 of how they will be placed;
- 20 k. During the Wet Season, as necessary, replace the  
21 wattles/filters/socks when degraded or they appear ineffective;
- 22 l. Conduct daily walk-through inspections throughout the Facility to  
23 verify the adequate implementation and maintenance of SWPPP  
24 procedures and control measures, to identify potential sources of  
25 offsite contributions of metals, and seek to eliminate those sources  
26 to reduce pollutants present in storm water discharges;
- 27 m. At least twenty-four (24) hours prior to each Forecasted Rain  
28 Event, cover all industrial input/output materials, debris and scrap

bins, and trash cans with tarps as necessary to prevent exposure to rainfall for those stored outside and where roof protection is inadequate, or otherwise move them into a covered structure adequate to prevent exposure to rainfall;

- n. Institute a formal pre-rain protocol throughout the Wet Season to be implemented within twenty-four (24) hours prior to a Forecasted Rain Event, involving inspection of any filters and wattles deployed at the site, removal of any exposed waste material, and relocation of uncontained or uncovered debris bins and trash cans under cover; and
- o. As much as is reasonably possible, remove unnecessary equipment or waste items from the operative area of the Facility which might be exposed to rainwater during the Wet Season.
- p. Within seven (7) days of each of the above BMPs being implemented, Defendant shall confirm to LA Waterkeeper in writing that such BMP has been implemented as set forth above;
- q. Cease industrial operations and activities at the Facility; eliminate storm water exposure to industrial equipment and materials at the Facility by September 30, 2024; and file a Notice of Termination with the Regional Board within 30 days thereafter.

**B. SAMPLING AT THE FACILITY**

16. Defendant shall develop a monitoring program consistent with the General Permit. During the Term, Defendant shall collect samples of storm water discharge from each Discharge Point from at least four (4) Qualifying Storm Events, including, at minimum, the first two (2) Qualifying Storm Events during the first half of the Reporting Year and the first (2) two Qualifying Storm Events during the second half of the Reporting Year. Such sampling shall take place as soon as possible within the four (4) hour period required by the General Permit § XI.B.5. Any failure

1 to collect samples as required by this Consent Decree shall be documented, along  
2 with rain gauge/sensor data for the date when the sample should have been collected.  
3 Such documentation will be provided to LA Waterkeeper within five (5) days of a  
4 written request for such records by LA Waterkeeper.

5 17. Sampling Parameters: All samples collected pursuant to this Consent  
6 Decree shall be analyzed, at minimum, for the parameters listed in Table 1. Should  
7 Defendant conduct sampling for any additional parameters that are listed in 40 C.F.R.  
8 § 131.38 and/or in the General Permit for any reason, including without limitation as  
9 a result of changed operations or a revised pollutant source assessment, such  
10 parameter shall be treated as if listed in Table 1 for the purposes of this Consent  
11 Decree, including the action plan requirements below, and the Parties shall meet and  
12 confer regarding the applicable Table 1 limit for such purposes.

13 18. Laboratory and Holding Time. Except for pH samples, delivery of all  
14 samples to a California state certified environmental laboratory for analysis within  
15 allowable hold times, pursuant to 40 C.F.R. Part 136. Analysis of pH will be  
16 completed onsite using a calibrated portable instrument for pH in accordance with the  
17 manufacturer's instructions.

18 19. Detection Limit: Defendant shall request that the laboratory use  
19 analytical methods adequate to detect the individual contaminants at or below the  
20 values specified in the General Permit and Table 1 below.

21 20. Reporting: Defendant shall provide complete laboratory results of all  
22 samples collected at the Facility to SMARTS in accordance with the General Permit,  
23 and shall provide copies to LA Waterkeeper as soon as practicable after receiving the  
24 laboratory report with the results.

25 **C. REDUCTION OF POLLUTANTS IN DISCHARGES**

26 21. Table 1 Numeric Limits: Defendant shall develop and implement BMPs  
27 to reduce pollutants in storm water at the Facility to levels below those in Table 1.

28 ///

TABLE 1

Analytes	Values	Source of Limit
Total Suspended Solids (TSS)	400 mg/L 100 mg/L	Instantaneous NAL Annual NAL
Oil & Grease (O&G)	25 mg/L 15 mg/L	Instantaneous NAL Annual NAL
Zinc	0.159 mg/L	Numeric Effluent Limit
Copper	0.06749 mg/L 0.0332 mg/L	Numeric Effluent Limit Annual NAL
pH	6-9 s.u.	Instantaneous NAL

22. Table 1 Exceedances. Under this Consent Decree, an “Exceedance” of Table 1 is defined as follows an exceedance occurs when either:

- a. the average concentration for an analyte using the results of all the sampling and analytical results for the entire facility for the reporting year exceed the applicable Annual NAL listed in Table 1; or
- b. two (2) or more analytical results from samples taken for any single parameter within a Reporting Year exceeds the applicable Instantaneous NAL or Numeric Effluent Limitation listed in Table 1.

23. In light of the imminent closure of the Facility, Defendant and LA Waterkeeper will meet and confer regarding the appropriate steps to take for exceedances before the closure date (9/30/24). Both parties will negotiate in good faith regarding implementing additional BMPs or other corrective measures for exceedances.

24. Action Plan for Table 1 Exceedances: If, and only if, the Facility remains operational beyond 10/1/2024, then the following provisions will govern Exceedances of Table 1. As of the Effective Date, and for the remainder of the Term, if Defendant has an unauthorized non-storm water discharge in violation of Paragraph 12, or storm water samples demonstrate an Exceedance as defined above, Defendant

1 shall meet and confer with LA Waterkeeper regarding a plan for reducing and/or  
2 eliminating the relevant discharge of pollutants for the Facility and/or achieving  
3 compliance with the non-storm water discharge prohibition (“Action Plan”). The  
4 complete Action Plan shall be submitted to LA Waterkeeper within thirty (30) days  
5 of the unauthorized non-storm water discharge or the receipt of the laboratory report  
6 demonstrating the Exceedance, as applicable.

7           a.     Action Plan Considerations. Each Action Plan will consider at a  
8                   minimum: (1) the identification of the contaminant(s) discharged  
9                   in excess of the numeric limit(s) and/or the applicable  
10                  unauthorized non-storm water discharge; (2) an assessment of the  
11                  source of each contaminant exceedance and/or applicable  
12                  unauthorized non-storm water discharge; (3) the identification of  
13                  additional BMPs that could be implemented to achieve  
14                  compliance with the numeric limit(s) and/or unauthorized non-  
15                  storm water discharge prohibition, as well as the design plans and  
16                  calculations of these additional BMPs; and (4) time schedules for  
17                  implementation of the proposed BMPs. The time schedule(s) for  
18                  implementation shall ensure that all BMPs are implemented as  
19                  soon as possible, but in no event later than ninety (90) days  
20                  following the submission of the Action Plan, unless a later  
21                  implementation date is mutually agreed upon by the Settling  
22                  Parties. Within seven (7) days of each of the BMPs set forth in the  
23                  Action Plan being implemented, Defendant shall confirm to LA  
24                  Waterkeeper in writing, with photographs, that such BMP has  
25                  been implemented as set forth in the Action Plan.

26           b.     Action Plan Proposed BMPs: The following BMPs should  
27                   generally be evaluated for inclusion in Action Plans to attain the  
28                   Table 1 levels in the Facility’s storm water discharges:

- i. Hydrologic Controls: Installation of additional berms or equivalent structural controls necessary to reduce or prevent storm water from flowing off site other than through the engineered storm water conveyance system or storm water retention or treatment facilities.
  - ii. Sweeping: The increased/more frequent use of sweepers and manual sweeping in otherwise inaccessible areas.
  - iii. Treatment Systems: Installing additional components or systems, or otherwise improving, an advanced storm water treatment system, or making changes to the operation and maintenance protocols for such system, to provide more effective filtration treatment of storm water prior to discharge.
  - iv. Evaluation of Existing BMPs: Replacing, rehabilitating, or eliminating existing BMPs, taking into account the age of the BMPs involved or employed, the engineering aspect of the application of various BMPs, and any adverse environmental impact of the BMPs.
- c. Action Plan Review: LA Waterkeeper shall have thirty (30) days upon receipt of Defendant's Action Plan to provide Defendant with comments. Within fourteen (14) days of receiving LA Waterkeeper's proposed revisions to an Action Plan, Defendant shall consider each of LA Waterkeeper's recommended revisions and accept them or justify in writing why any comment is not incorporated. Action Plan(s) developed and implemented pursuant to this Consent Decree are an obligation of this Consent Decree. Any disputes as to the adequacy of an Action Plan shall be resolved pursuant to the dispute resolution provisions of this



Consent Decree, set out in Section IV below. Disputes regarding the adequacy of a particular BMP shall not impact the schedule for implementing any other BMP set forth in the Action Plan.

- d. Defendant shall revise the then-current SWPPP to reflect the changes required by the Action Plan, as set forth in Paragraph 28.b.i below.
- e. Action Plan Payments: Defendant shall pay Three Thousand Dollars (\$3,500.00) each time an Action Plan is submitted to LA Waterkeeper at the same time that the Action Plan is submitted, but no more than once before the Facility's closure. Payments shall be made to "Los Angeles Waterkeeper" via certified mail, return receipt requested to Los Angeles Waterkeeper, c/o Barak Kamelgard, 360 E 2nd Street Suite 250, Los Angeles, CA 90012. Failure to submit a payment as required under this Paragraph will constitute a breach of the Consent Decree.

#### **D. VISUAL OBSERVATIONS**

25. Storm Water Discharge Observations: During the Term, appropriately trained staff of Defendant shall conduct visual observations during the Facility's operating hours during every rain event. Such inspections shall comply with all requirements of Section XI.A.2 of the General Permit, and any successor thereof.

26. Monthly Visual Observations: During the Term, appropriately trained staff of Defendant shall conduct monthly non-storm water visual observations of the Facility. Such inspections shall comply with all requirements of Section XI.A.1 of the General Permit, and any successor thereof. Such monitoring shall include outfalls, Discharge Points, outdoor industrial equipment and storage areas, outdoor industrial activities areas, BMPs, and all other potential sources of industrial pollutants. All Discharge Points shall also be inspected for accumulation of dust, sediment, sand, grit, oily substances, oily sheens upon any standing water, and other materials

1 associated with operations at the Facility. During the Wet Season, such inspections  
2 shall further include observations of all storm water BMPs that are used only during  
3 the Wet Season at the Facility to ensure that operational BMPs are being  
4 implemented, structural BMPs are in good condition or working order, and that  
5 BMPs have been effective in producing clean conditions at the Facility. Such  
6 inspections shall further include observation as to whether there are any non-storm  
7 water discharges from the Facility.

8       27. Visual Observations Records: Defendant shall maintain observation  
9 records, including representative photographs, to document compliance with the  
10 previous two Paragraphs. Such records shall include, but not be limited to, the  
11 persons who completed the inspection, the date of the inspection, and notes sufficient  
12 to describe the completed activity and all observations thereof. Defendant shall  
13 provide LA Waterkeeper with a copy of those records within seven (7) days of receipt  
14 of a written request from LA Waterkeeper for those records.

15       28. Employee Training Program: Within thirty (30) days of the Effective  
16 Date, Defendant shall develop and implement an employee training program that  
17 meets the following requirements and ensures (1) that there is a sufficient number of  
18 employees at the Facility designated to achieve compliance with the General Permit  
19 and this Consent Decree (“Designated Employees”), and (2) that these Designated  
20 Employees are properly trained to perform the activities required by the General  
21 Permit and this Consent Decree (“Training Program”):

22           a. Training materials should include, at minimum, a detailed  
23 Training Manual or Standard Operating Procedure, including  
24 drawings and diagrams where appropriate, for reference and use  
25 by Defendant’s personnel to ensure effective implementation of  
26 all BMPs at the Facility;

27           b. Language. The training and training materials shall be available  
28 and offered in the language(s) in which relevant employees are

1           fluent. If necessary, Defendant shall provide a translator or  
2           translators at all trainings where such translation is likely to  
3           improve staff comprehension of the Training Program and  
4           improve compliance with this Consent Decree and the General  
5           Permit;

6           c.     Training shall be provided by a QISP familiar with the  
7           requirements of this Consent Decree and the General Permit, and  
8           shall be repeated as necessary to ensure that all relevant  
9           employees are familiar with the requirements of this Consent  
10          Decree, the Permit, and the Facility's SWPPP. All relevant new  
11          staff shall receive this training before assuming responsibilities for  
12          implementing the SWPPP;

13          d.     Sampling Training: Defendant shall designate an adequate number  
14          of employees necessary to collect storm water samples as required  
15          by this Consent Decree, including training to ensure samples are  
16          properly collected, stored, and submitted to a certified laboratory;

17          e.     Visual Observation Training: Defendant shall provide training on  
18          how and when to properly conduct visual observations to  
19          Designated Employees;

20          f.     Non-Storm Water Discharge Training: Defendant shall train all  
21          Designated Employees at the Facility on the General Permit's  
22          prohibition of non-storm water discharges, so that Designated  
23          Employees know what non-storm water discharges are and how to  
24          detect and prevent non-storm water discharges;

25          g.     Employees: All Designated Employees at the Facility shall  
26          participate in the Training Program annually. New Designated  
27          Employees shall participate in the Training Program within thirty  
28          (30) days of their hiring date; and

1 h. Defendant shall maintain training records to document compliance  
2 with this Paragraph and shall provide LA Waterkeeper with a  
3 copy of these records within seven (7) days of receipt of a written  
4 request.

5 29. SWPPP Revisions:

- 6 a. Initial SWPPP Revisions: Defendant shall amend the Facility's  
7 SWPPP to incorporate the requirements in this Consent Decree  
8 and comply with the General Permit and submit the complete,  
9 updated SWPPP to LA Waterkeeper within thirty (30) days of the  
10 Effective Date for LA Waterkeeper's review and comment. The  
11 complete, updated SWPPP shall contain the following elements:
- 12 i. A revised pollutant source assessment, including all  
13 elements required by section X.G of the General Permit as  
14 well as assessments of the potential for the Facility's storm  
15 water discharges to contain pollutants for which the  
16 Receiving Waters are 303(d) listed and/or have Total  
17 Maximum Daily Loads;
  - 18 ii. A detailed narrative description of each industrial activity  
19 with the potential to impact storm water quality occurring at  
20 the Facility as required by section X.G of the General  
21 Permit;
  - 22 iii. Descriptions of all BMPs in accordance with section X.H.4  
23 of the General Permit, including without limitation BMPs  
24 required by this Consent Decree;
  - 25 iv. A set of site maps that comply with section X.E of the  
26 General Permit and provisions of this Consent Decree;
  - 27 v. A MIP as required by sections XI and X.I of the General  
28 Permit;

- vi. A designation (by position/title) of employees responsible for carrying out storm water management, monitoring, sampling and SWPPP implementation, e.g., visual inspection of each specific area, monitoring each specific BMP, sampling, etc.; and
  - vii. A Training Program as described above in Paragraph 28.
- b. Additional SWPPP Revisions:
- i. Within thirty (30) days after approval of any Action Plan by LA Waterkeeper (or resolution pursuant to Dispute Resolution), Defendant shall revise the then-current SWPPP to reflect the changes required by the Action Plan and submit the complete, updated SWPPP to LA Waterkeeper for LA Waterkeeper's review and comment.
  - ii. Within thirty (30) days after any changes in industrial activities, sources of industrial pollutants, changes to Discharge Points, or changes to sections of the SWPPP identified in the SWPPP as requiring a SWPPP revision (including but not limited to, changes in Facility contacts or PPT members, changes or additions of BMPs, or changes in or additions of industrial activities that impact storm water discharge), Defendant shall revise the then-current SWPPP to reflect such changes and submit the complete, updated SWPPP to LA Waterkeeper for LA Waterkeeper's review and comment.
    1. The foregoing paragraph is not applicable when the Facility ceases operations.
- c. Review of SWPPP: For any SWPPP updates pursuant to Paragraphs 29.a and 29.b, LA Waterkeeper shall have thirty (30)

1 days upon receipt of Defendant's complete SWPPP to provide  
2 Defendant with comments. Within reasonable time of receiving  
3 LA Waterkeeper's comments and proposed changes to the  
4 SWPPP, Defendant shall consider each of the comments and  
5 proposed changes and either accept them or justify in writing why  
6 a change is not incorporated. The Parties agree to work in good  
7 faith to resolve any disputes with respect to the SWPPP, and any  
8 remaining disputes will be resolved through timely initiation of  
9 the dispute resolution procedures in Section IV below. Following  
10 its incorporation of proposed modification or additions (if any)  
11 into each revised SWPPP, Defendant shall upload the SWPPP to  
12 SMARTS.

13 **E. COMPLIANCE MONITORING AND REPORTING**

14 30. Every year during the Term, LA Waterkeeper may conduct one annual  
15 site inspection ("Site Inspection") for the purpose of ensuring compliance with this  
16 Consent Decree and the General Permit. In the event of a dispute regarding  
17 Defendant's compliance with this Consent Decree, and provided a Site Inspection  
18 would be relevant to resolving the Parties' dispute, the Parties agree to meet and  
19 confer regarding one additional Site Inspection at Plaintiff's request. Plaintiff shall  
20 not unreasonably request, and Defendant shall not unreasonably deny, one additional  
21 Site Inspection. Any Site Inspection shall occur during normal business hours, and  
22 LA Waterkeeper will provide Defendant with at least twenty-four (24) hours' notice  
23 prior to a Site Inspection. For any Site Inspection requested to occur in wet weather,  
24 Plaintiff shall be entitled to adjust timing or reschedule during normal business hours  
25 in the event the forecast changes and anticipated precipitation appears unlikely, and  
26 thus frustrates the purpose of visiting the Facility in wet weather. Notice will be  
27 provided by electronic mail to the individual(s) designated below at Paragraph 58.  
28 During the Wet Weather inspection, Plaintiff may request that Defendant collect a

1 sample of industrial storm water discharge from the Facility's designated industrial  
2 discharge point(s) referenced in its SWPPP, to the extent that such discharges are  
3 occurring. Defendant shall collect the sample and provide a split sample to LA  
4 Waterkeeper. LA Waterkeeper's representative(s) may observe the split sample(s)  
5 being collected by Defendant's representative. LA Waterkeeper shall be permitted to  
6 take photographs or video recording during any Site Inspection.

7 31. Document Provision. During the Term, Defendant shall notify and  
8 submit documents to LA Waterkeeper as follows:

- 9 a. Defendant shall provide a copy to LA Waterkeeper of all  
10 compliance documents, monitoring and/or sampling data, written  
11 communications and/or correspondences, or any documents  
12 related to storm water quality at the Facility that are submitted to  
13 the Regional Board, the State Board, and/or any state or local  
14 agency, county or municipality;
- 15 b. Within reasonable time of receipt by Defendant, send to LA  
16 Waterkeeper any compliance document, inspection report, written  
17 communication and/or correspondence, or any document related  
18 to storm water quality at the Facility received by Defendant from  
19 the Regional Board, the State Board, and/or any state or local  
20 agency, county, municipality. Defendant shall mail paper copies  
21 or email electronic copies of documents to LA Waterkeeper at the  
22 relevant notice address contained below.

23 32. Compliance Monitoring. Given the imminent closure of the Facility and  
24 LA Waterkeeper's anticipated reduced monitoring responsibilities, Defendant agrees  
25 to partially defray costs associated with Plaintiff's monitoring of Defendant's  
26 compliance with this Consent Decree during the Term by paying Three Thousand  
27 Dollars (\$3,000.00). Payment shall be made within thirty (30) days of the Entry Date,  
28 and within thirty (30) days after any additional Site Inspection, as applicable. The



1 payment shall be made via check, made payable to: "Los Angeles Waterkeeper" via  
 2 certified mail, return receipt requested to Los Angeles Waterkeeper, c/o Barak  
 3 Kamelgard, 360 E 2nd Street Suite 250, Los Angeles, CA 90012. Failure to submit  
 4 payment as required under this Paragraph will constitute breach of the Consent  
 5 Decree.

6 **F. ENVIRONMENTAL MITIGATION, LITIGATION FEES AND COSTS,**  
 7 **STIPULATED PENALTIES, AND INTEREST**

8 33. Environmental Mitigation Project: To fund environmental project  
 9 activities that will reduce or mitigate the impacts of storm water pollution from  
 10 industrial activities occurring in the waterways tributary to the San Pedro Bay,  
 11 Defendant agrees to make a payment totaling Fifteen Thousand Dollars (\$15,000.00)  
 12 to the Rose Foundation made within thirty (30) days of the Entry date, payable to the  
 13 Rose Foundation for Communities and the Environment and sent via overnight mail  
 14 to Rose Foundation, 201 4th Street, Suite 102, Oakland, CA 94607. Failure to submit  
 15 payment as required under this Paragraph will constitute breach of the Consent  
 16 Decree.

17 34. LA Waterkeeper's Fees and Costs: Defendant agrees to pay a total of  
 18 Fifty-seven Thousand Dollars (\$57,000.00) to LA Waterkeeper to partially reimburse  
 19 Plaintiff for their investigation fees and costs, expert/consultant fees and costs,  
 20 reasonable attorneys' fees, and other costs incurred as a result of investigating and  
 21 filing the lawsuit, and negotiating a resolution of this matter within thirty (30) days of  
 22 the Entry Date. The payment shall be made payable to: Aqua Terra Aeris Law Group  
 23 and delivered by overnight carrier to 4030 Martin Luther King Jr. Way, Oakland, CA  
 24 94609. Failure to submit payment as required under this Paragraph will constitute  
 25 breach of the Consent Decree.

26 35. In the event that Defendant fails to submit to LA Waterkeeper any  
 27 payment, document, report, or communication required by this Consent Decree,  
 28 Defendant shall pay a stipulated payment of Twenty-Five Dollars (\$25) per day per

1 outstanding item. Such stipulated payments shall be made by check payable to: Rose  
2 Foundation for Communities and the Environment, and such funds shall be used for  
3 the sole purpose of funding environmentally beneficial projects, as described in  
4 Paragraph 33. Payment shall be sent via overnight mail to Rose Foundation, 201 4th  
5 Street, Suite 102, Oakland, CA 94607. Defendant agrees to make the stipulated  
6 payment within fourteen (14) days after the resolution of the event that precipitated  
7 the stipulated payment liability.

8       36. Interest on Late Payments: Defendant shall pay interest on any  
9 payments, fees, or costs owed pursuant to this Consent Decree that are not received  
10 by the due date. The interest shall accrue starting the next business day after the  
11 payment is due and shall be computed at a rate equal to the lower of: (i) 5% per year  
12 (0.416% per month); or (ii) the maximum rate permitted by applicable law. Interest  
13 shall continue to accrue daily on any outstanding balance until Defendant is current  
14 on all payments then due under this Consent Decree, and shall be paid at the same  
15 time that the payments, fees, or costs owed are paid to LA Waterkeeper. Interest on  
16 late payments shall be paid by check payable to: Rose Foundation for Communities  
17 and the Environment, and such funds shall be used for the sole purpose of funding  
18 environmentally beneficial projects, as described in Paragraph 33. Payment shall be  
19 sent via overnight mail to Rose Foundation, 201 4th Street, Suite 102, Oakland, CA  
20 94607.

#### 21 **IV. DISPUTE RESOLUTION**

22       37. This Court shall retain jurisdiction over this matter for the Term for the  
23 purposes of enforcing its terms and conditions, and adjudicating all disputes among  
24 the Parties that may arise under the provisions of this Consent Decree. The Court  
25 shall have the power to enforce this Consent Decree with all available legal and  
26 equitable remedies, including contempt.

27       38. Meet and Confer: Either party to this Consent Decree may invoke the  
28 dispute resolution procedures of this Section IV by notifying the other party in

1 writing of the matter(s) in dispute and of the disputing party's proposal for resolution.  
 2 The Parties shall then meet and confer in good faith (either telephonically or in  
 3 person) within ten (10) days of the date of the notice in an attempt to fully resolve the  
 4 dispute no later than thirty (30) calendar days from the date of the notice.

5 39. Settlement Conference: If the Parties cannot resolve the dispute within  
 6 thirty (30) days of the meet and confer described in Paragraph 38, the Parties agree  
 7 that the dispute may be submitted for formal resolution by filing a motion before the  
 8 United States District Court for the Central District of California. The Parties agree to  
 9 request an expedited hearing schedule on the motion.

10 40. In resolving any dispute arising from this Consent Decree before the  
 11 Court, the prevailing Party shall be entitled to seek fees and costs incurred pursuant to  
 12 the provisions set forth in Section 505(d) of the Clean Water Act, 33 U.S.C. §  
 13 1365(d), and applicable case law interpreting such provisions, or as otherwise  
 14 provided for by statute and/or case law.

## 15 **V. MUTUAL RELEASE OF LIABILITY AND COVENANT NOT TO SUE**

16 41. Plaintiff's Waiver and Release of Defendant: In consideration of the  
 17 above, upon the Effective Date of this Consent Decree, Plaintiff, on its own behalf  
 18 and on behalf of its officers and directors, release Defendant, its officers, directors,  
 19 managers, employees, members, parents, subsidiaries, divisions, affiliates, successors  
 20 or assigns, agents, attorneys and other representatives, from and waives all claims  
 21 that were raised in the 60-Day Notice and/or the Complaint up to and including the  
 22 Termination Date of this Consent Decree.

23 42. Defendant's Waiver and Release of Plaintiff: In consideration of the  
 24 above, upon the Effective Date of this Consent Decree, Defendant, on its own behalf  
 25 and on behalf of its officers, directors, employees, parents, subsidiaries, affiliates and  
 26 each of their successors or assigns, release Plaintiff, its officers and directors, from  
 27 and waives all claims related to the 60-Day Notice and/or the Complaint up to and  
 28 including the Termination Date of this Consent Decree.

43. Nothing in this Consent Decree limits or otherwise affects Plaintiff's rights to address or take any position that it deems necessary or appropriate in an informal or formal proceeding before the State Board, Regional Board, EPA, or any other judicial or administrative body on any matter relating to Defendant's compliance at the Facility with the General Permit or the Clean Water Act occurring or arising after the Effective Date.

## **VI. MISCELLANEOUS PROVISIONS**

44. No Admission of Liability: The Parties enter into this Consent Decree for the purpose of avoiding prolonged and costly litigation. Neither the Consent Decree nor any payment pursuant to the Consent Decree shall constitute or be construed as a finding, adjudication, or acknowledgement of any fact, law or liability, nor shall it be construed as an admission of violation of any law, rule, or regulation. Defendant maintains and reserves all defenses it may have to any alleged violations that may be raised in the future.

45. Counterparts: This Consent Decree may be executed in any number of counterparts, all of which together shall constitute one original document. Telecopy and/or facsimile copies of original signature shall be deemed to be originally executed counterparts of this Consent Decree.

46. Authority: The undersigned representatives for Plaintiff and Defendant each certify that s/he is fully authorized by the party whom s/he represents to enter into this Consent Decree. A Party's signature to this Consent Decree transmitted by facsimile or electronic mail shall be deemed binding.

47. Construction: The language in all parts of this Consent Decree shall be construed according to its plain and ordinary meaning, except as to those terms defined in the Permit, the Clean Water Act, or specifically herein. The captions and paragraph headings used in this Consent Decree are for reference only and shall not affect the construction of this Consent Decree.

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1        48.    Full Settlement: This Consent Decree constitutes a full and final  
2 settlement of this matter.

3        49.    Integration Clause: This is an integrated Consent Decree. This Consent  
4 Decree is intended to be a full and complete statement of the terms of the agreement  
5 between the Parties and expressly supersedes any and all prior oral or written  
6 agreements, covenants, representations, and warranties (express or implied)  
7 concerning the subject matter of this Consent Decree.

8        50.    Severability: In the event that any provision, paragraph, section, or  
9 sentence of this Consent Decree is held by a court to be unenforceable, the validity of  
10 the enforceable provisions shall not be adversely affected.

11       51.    Choice of Law: The laws of the United States shall govern this Consent  
12 Decree.

13       52.    Diligence: Defendant shall diligently file and pursue all required permit  
14 applications for any required BMPs and shall diligently procure contractors, labor,  
15 and materials needed to complete all BMPs by the required deadlines.

16       53.    Effect of Consent Decree: Compliance with this Consent Decree does  
17 not mean that Defendant is complying with the General Permit, the Clean Water Act,  
18 or any other law, rule, or regulation.

19       54.    Negotiated Settlement: The Settling Parties have negotiated this Consent  
20 Decree, and agree that it shall not be construed against the party preparing it, but shall  
21 be construed as if the Settling Parties jointly prepared this Consent Decree, and any  
22 uncertainty and ambiguity shall not be interpreted against any one party.

23       55.    Modification of the Consent Decree: This Consent Decree, and any  
24 provisions herein, may not be changed, waived, discharged, or terminated unless by a  
25 written instrument, signed by the Parties and approved by the Court. Any request to  
26 modify any provision of the Consent Decree, including but not limited to any  
27 deadline(s) set forth herein, must be made in writing at least fourteen (14) days before  
28 the existing deadline(s) applicable to the provision(s) proposed to be modified.

1           56. Assignment: Subject only to the express restrictions contained in this  
2 Consent Decree, all of the rights, duties and obligations contained in this Consent  
3 Decree shall inure to the benefit of and be binding upon the Parties, and their  
4 successors and assigns. Defendant shall notify Plaintiff within ten (10) days of any  
5 assignment.

6           57. Force Majeure: Neither of the Parties shall be considered to be in default  
7 in the performance of any of their respective obligations under this Consent Decree  
8 when performance becomes impossible due to a Force Majeure event. A Force  
9 Majeure event is any circumstance beyond a Settling Party's control, including  
10 without limitation, any act of God, war, fire, earthquake, flood, windstorm, pandemic,  
11 public health crisis, or natural catastrophe; criminal acts; civil disturbance, vandalism,  
12 sabotage, or terrorism; restraint by court order or public authority or agency; or action  
13 or non-action by, or inability to obtain the necessary authorizations or approvals from  
14 any governmental agency. A Force Majeure event shall not include normal inclement  
15 weather, economic hardship, inability to pay, or employee negligence. Any party  
16 seeking to rely upon this Paragraph to excuse or postpone performance shall have the  
17 burden of establishing that it could not reasonably have been expected to avoid the  
18 Force Majeure event and which by exercise of due diligence has been unable to  
19 overcome the failure of performance. The Parties shall exercise due diligence to  
20 resolve and remove any Force Majeure event.

21           58. Correspondence: All notices required herein or any other  
22 correspondence pertaining to this Consent Decree shall be, the extent feasible, sent  
23 via electronic mail transmission to the e-mail address listed below, or if electronic  
24 mail is not feasible, then by certified U.S. mail with return receipt, or by hand  
25 delivery to the following addresses:

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27 ///

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<p><u>If to Plaintiff:</u>  Los Angeles Waterkeeper  Barak Kamelgard  Benjamin Harris  360 E 2<sup>nd</sup> St., Suite 250  Los Angeles, CA 90012  Email: barak@lawaterkeeper.org  Email: ben@lawaterkeeper.org  Phone: (310) 394-6162</p> <p><u>With copies to:</u>  Anthony M. Barnes  Email: amb@atalawgroup.com  4030 Martin Luther King Jr. Way  Oakland, CA 94609  917-371-8293</p>	<p><u>If to Defendant:</u>  FS-Precision Tech  3025 East Victoria St.  Rancho Dominguez, CA</p> <p><u>With copies to:</u>  Tyler Bowlin  Email: Tyler.Bowlin@millernash.com  340 Golden Shore  Suite 450  Long Beach, CA 90802</p>
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Notifications of communications shall be deemed submitted three (3) days after the date that they are postmarked and sent by first-class mail, or immediately after acknowledgement of receipt via email by the receiving party. Any change of address or addresses shall be communicated in the manner described above for giving notices.

59. If for any reason the Federal Agencies should object to entry of this Consent Decree or to any portion of this Consent Decree or the District Court should decline to approve this Consent Decree in the form presented, the Parties shall use their best efforts to work together to modify the Consent Decree within thirty (30) days so that it is acceptable to the Federal Agencies or the District Court. If the Parties are unable to modify this Consent Decree in a mutually acceptable manner that is also acceptable to the District Court, this Consent Decree shall immediately be null and void as well as inadmissible as a settlement communication under Federal Rule of Evidence 408 and California Evidence Code section 1152.

The Parties hereto enter into this Consent Decree and submit it to the Court for its approval and entry as a final judgment.

///



1  
2 **IT IS SO ORDERED.**

3  
4 **FINAL JUDGMENT**

5       Upon approval and entry of this Consent Decree by the Court, this Consent  
6 Decree shall constitute a final judgment between the Plaintiff and Defendant.  
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9 Dated: April 16, 2024



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11 HONORABLE SHERILYN PEACE GARNETT  
12 United States District Court Judge  
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